



VILLAGE OF TRUMANSBURG OUTDOOR SEATING PERMIT INDEMNITY AGREEMENT

Name of Dining Establishment: _____

WHEREAS, the Undersigned has applied for an Outdoor Seating Permit in order to establish outdoor seating for the purposes of serving dining customers within public sidewalks or byways within the Village of Trumansburg, New York (the "Village"), for the exclusive benefit of the Undersigned; and

WHEREAS, the Undersigned agrees to do so at their own risk and recognizes the possible and inherent danger to their person or property and the person and property of others resulting therefrom; and

WHEREAS, in consideration of allowing the Undersigned to conduct its activities within public sidewalks and byways within the Village, the Village requires that the Undersigned accept liability for any damages arising from personal injury or property damage sustained from the activities of the Undersigned, which shall include action or inaction of the Undersigned, and that the Undersigned indemnify the Village from any claims associated with said damages.

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement and for other good and valuable consideration that the parties agree they have received, the Undersigned does hereby for themselves, their heirs, executors, employers, successors or administrators, and their personal representatives:

- A. Assume full responsibility for any personal injury or any damage to their personal property which may occur, directly or indirectly, while conducting business in, on, or about any public sidewalks or byways adjacent to the Undersigned's business establishment;
- B. Fully and forever release and discharge the Village, its officials, its agents and employees, from any and all claims, demands, damages, rights of action, or causes of action, present or future, whether the same be known, anticipated, or unanticipated, relating to, resulting from, or arising out of the Undersigned being in, on, or about any such public sidewalk or byway, or at any or all of the premises or places aforesaid;
- C. Indemnify and hold harmless the Village, its officials, its agents and employees, for any act or conduct of the Undersigned of whatever kind or nature whatsoever, while in, or about any such public sidewalk or byway, or at any or all of the premises and places aforesaid;
- D. Agree to defend the Village in and to pay any attorneys' fees as a result of any action brought by or against the Village, its agents and employees, for any acts or conduct of the Undersigned of whatever kind or nature whatsoever, while in, on, or about any such public sidewalk or byway, or at any or all of the premises aforesaid.
- E. Agree that it is the intent of the Undersigned that this Release and Indemnity Agreement shall be in full force and effect any time after the Execution hereof until the Undersigned provides the Village written notice of cancellation and the Village provides the Undersigned written notice that the Village received the cancellation.

Signature

Date

Printed Name

Title